

FILED

10/20//2021

OCT 20 2021

IN THE UNITED STATES FEDERAL DISTRICT
COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

John Kloak]

Request for Jury Trial

Plaintiff]

Reserve the Right To Amend

Vs.]

Case # _____

Amanda Hayes]

1:21-cv-05575

Johnson, Blumberg]
& Associates, LLC]

Judge Matthew F. Kennelly
Magistrate Judge Maria Valdez
Random

Select Portfolio]

Servicing, Inc.]

Defendant's]

**5.5 MILLION DOLLAR CIVIL COMPLAINT FOR WRONGFUL FORECLOSURE AND
BREACH OF CONTRACT**

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

COMES NOW, John Kloak, proceeding *in propria persona*, and files his civil lawsuit for wrongful foreclosure on the property located at 1205 W 173rd St , East Hazel Crest, IL. 60429. Plaintiff demands that his *Pro se* status be recognized, and treated by the Court as The United States Supreme Court, and US District Courts have held such status be recognized and treated. "A pro se litigant's pleadings are to be construed liberally and held to a less stringent standard than formal pleadings drafted by lawyers". *Haines v. Kerner*, 404 U.S. 519, 520-21, 92 S. Ct. 594, 30 L.Ed.2d 652 (1972); see also *Estelle v. Gamble*, 429 U.S. 97, 106, 97 S. Ct. 285, 292, 50 L.Ed.2d 251 (1976); *Gillihan v. Shillinger*, 872 F.2d 935, 938 (10th Cir.1989). "We hold pro se pleadings to a less stringent standard than pleadings drafted by attorneys and construe them liberally". *Tannenbaum v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998) (per curiam). The exact accounting of the accounting entries are not provided because the original promissory note was bundled and sold in the securitization process. The Original Promissory note that evidences the alleged debt was never provided in the foreclosure paperwork to verify a loan was made. The

promissory note includes the interest rate, the payment amounts and terms, it will have the signatures of the parties to the contract, and the buyer's promise to pay the lender the amount borrowed plus interest. The wrongful foreclosure is Void, as it did not contain the legal documents to verify a loan, the terms, amount loaned, or any documentation signed by the lender to verify a loan was provided to the plaintiff. There is no admissible evidence to verify the lender signed a contract to provide a loan, and therefore State Court did not have jurisdiction to rule. The mere fact the lender accepted the borrower's name on the lien to the property will prove the borrower owned the property free and clear. The attorney is acting as a "Foreign Agent" for a "Foreign State" (Corporation) who has commenced this action in violation of the 11th Amendment and in violation of 22 USC 611. The plaintiff hereby complain and allege as following claims for relief under "Civil Rico" Federal Racketeering laws (Title 18 U.S.C. 1964) as the lender has established a "pattern of racketeering activity" by using the U.S. Mail more than twice to collect an unlawful debt and the defendants are in violation of Title 18 U.S.C. 1341, 1343, 1961 and 1962. The defendants have obstructed the administration of Justice, and violated the Plaintiff's right to "Due Process"

Jurisdiction:

The Constitution and 28 U.S.C. § 1332 vest federal courts with jurisdiction to hear cases that "arise under" federal law. The Constitution vests federal courts with the authority to hear cases "arising under th[e] Constitution [or] the Laws of the United States." U.S. Const. art III, § 2. Congress vests federal district courts with subject-matter jurisdiction over cases involving questions of federal law: "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.

Reservation of Rights:

"I reserve my right not to be compelled to perform under any contract, commercial agreement or bankruptcy that I did not enter knowingly, voluntarily, and intentionally. And furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy." I have reserved my rights under the UCC 1-308, formerly 1-207, and demand the statutes used in this court be construed in harmony with Common Law.

The code is complimentary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law, unless there is a clear legislative intent to abrogate the common law. The code was written as not to abolish the common law entirely. I was not involved with an international maritime contract, so in good faith, I deny that such a contract exists, and demand the court proceed under Common Law Jurisdiction. I'm only aware of two

jurisdiction the court can operate under as per the Constitution, and those jurisdiction are Common Law, and Admiralty Jurisdiction. If the court chooses to proceed under Admiralty Jurisdiction, I' will need the court to inform me where I' can find the rules of procedures for admiralty jurisdiction for my review, to avoid a violation of my due process, which will result in a civil claim against the court for obstruction of the administration of justice.

Facts of The Dispute:

- a. The fact the defendant's filed wrongful foreclosure lawsuit in State court against the plaintiff will verify the defendant's contracted to provide a loan to the plaintiff, and the defendant's owed a legal duty to the plaintiff.
- b. The defendant's duty was breached because they never provided a loan to the plaintiff.
- c. The alleged loan was an exchange, of the plaintiff's signed promissory note for electronic credits from Federal Reserve.
- d. Promissory Notes and other commercial instruments are legal tender and financial assets to the originator and a liability to the lender. UCC §1-201(24), §3-104, §3-306, §3-105, UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511, UCC §§9-102(9), (11), (12)(B), (49), (64), 12 USC 1813(l)(1).
- e. The defendant's accounting records will show the corporation has an offsetting liability to the homeowner pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR), and the alleged loan was always an asset to the defendant's.
- f. These records include: a. FR 2046 balance sheet, b. 1099-OID report, c. S-3/A registration statement, d. 424-B5 prospectus and, e. RC-S & RC-B Call Schedules.
- g. The corporation never registered the commercial instrument because they knew it was a financial asset to the debtor, and there was a breach.
- h. The breach of contract has damaged the plaintiff in the following manner, and plaintiff is demanding compensatory damages to reimburse the plaintiff for costs associated with the injury. All of the monthly payments made on a fake loan plus interest for the number of year's payments were made, legal expenses.
- i. Plaintiff also demand punitive damages as a remedy for the defendant's conduct that was intentional and excessively reckless. The wrongful foreclosure has cause negative affect on plaintiff's credit report.

j. The plaintiff also has other claims for relief because he will prove there was or a conspiracy to deprive him of property without the administration of justice, in violation of plaintiff's due process of law under Title 42 U.S.C. 1983 (Constitutional injury), 1985 (Conspiracy) and 1986 ("Knowledge" and "Neglect to Prevent" a U.S. Constitutional Wrong).

k. Under Title 18 U.S.C.A. 241 (Conspiracy), violators "shall be fined not more than \$10,000 or imprisoned not more than ten (10) years or both." **The foreclosing party lacked standing to foreclose** because the alleged loan was created with the homeowner's signature on the promissory note the bank sold to the Federal Reserve for unlawful electronic credits.

1. In this case the signature on the foreclosure petition shows the attorney initiated the foreclosure without standing.

m. Original Contract with the signatures of both the alleged borrower, and the lender have never been filed in court to verify there was a bilateral contract.

n. Without a certification of the accounting entries of the defendants cannot verify there was any debt.

o. The attorney cannot verify agency and therefore the foreclosure lawsuit has a fatal flaw. The foreclosure was filed showing the lender as the plaintiff, however one from the lenders corporation signed the foreclosure documents.

p. There is no witness before the court to give the court jurisdiction.

q. The affidavit is defective as it is 3rd party hearsay and cannot be admitted as evidence at trial.

r. The attorney is not legal before the court because they have not registered with The foreign agent registration act, (F.A.R.A.).

Plaintiff's claims are brought forward Under Common Law:

Elements for Common Law:

1. Controversy (The listed defendants)
2. Specific Claim (wrongful foreclosure)
3. Specific Remedy Sought by Claimant (5.5 million dollars)
4. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

I. PARTIES:

- 1.1 John Kloak, is a resident of Cook County, Illinois.
- 1.2 The first defendant is the Attorney Amanda Hayes
- 1.3 The second defendant is the Law Firm Johnson Blumberg & Associates LLC.
- 1.4 The third defendant is the servicer Select Portfolio Servicing, Inc.

II. FACTUAL ALLEGATIONS AND FIRST CLAIM: BREACH OF CONTRACT

- 2.1 On or about December 14, 2004 the plaintiff purchased a home and obtained a mortgage loan from the BNC Mortgage, Inc. in the approximate amount \$91,978.24 .
- 2.2 The plaintiff was never provided a loan, plaintiff's signed promissory note was the source of the electronic credits claimed to be a loan to plaintiff.
- 2.3 The alleged loan was created with plaintiff's signature because all commercial instruments such as promissory notes, credit agreements, bills of exchange and checks are defined as legal tender, or money, by the statutes such as 12 USC 1813(l)(1), UCC §1-201(24), §3-104, §8-102(9), §§9-102(9), (11), (12)(B), (49), (64).
- 2.4 **These statutes define a promissory note or security to be negotiable (sellable) because it is a financial asset. This is necessary because contracts requiring lawful money are illegal pursuant to Title 31 USC §5118(d) (2). All debts today are discharged by promises to pay in the future.**
- 2.5 Federal Reserve notes are registered securities and promises to pay in the future. They are secured by liens on promissory notes of collateral owned by real people.
- 2.6 The statutes do not provide the Federal Reserve Corporation a monopoly on promissory notes, as debt collectors insist.
- 2.7 Plaintiff's signature created the promissory note in dispute, and it was sold to the Federal Reserve in exchange for plaintiff's signed note.
- 2.8 Plaintiff's promissory note never became a registered security, and a financial asset that can be negotiated because for a commercial instruments to be legal tender, they must be secured by a maritime lien on a prepaid trust account recorded at the county and registered on a UCC1. It then becomes a registered security and a financial asset that can be negotiated.

2.9 The defendant's further complicated the fraudulent process by selling their payables to another entity to remove it from their balance sheet.

3.0 **This is called securitization or off-balance sheet financing.** No loan was provided to the plaintiff, and the defendant's failed to file evidence on the record to prove a contract existed.

3.1 The original contract and an accounting of the loan entries was never filed in the wrongful foreclosure case that was filed against plaintiff's property.

III. SCHEME TO DEFRAUD:

3.1 The contract should be rescinded because the defendant did not provide full disclosure, the contract is extremely deceptive and unconscionable, In re Pearl Maxwell, 281 B.R. 101

3.2 The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. The original debt was actually zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange.

3.3 Promissory Notes and other commercial instruments are legal tender and financial assets to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset. **But the defendant's do not understand that they have this liability because most people are unaware of it.**

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

3.4 The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,

d. 424-B5 prospectus and

e. RC-S & RC-B Call Schedules

3.5 The defendant's never registered the plaintiff's signed promissory note (commercial instrument), because they know it is showing as a financial asset on their books.

3.6 The defendant's did not register the promissory note to establish a security interest in the financial asset to take the position of a secured creditor.

3.7 The promissory note is not listed on a maritime lien against the prepaid trust account and filed with the county recorder and put on a UCC1.

a. §8-102(13), §9-203; §9-505, §9-312

b. 46 USC §31321, 31343, 46 CFR 67.250, §9-102(52), §9-317, §9-322

3.8 Plaintiff demanded the original foreclosure claim to be set off for recoupment, and to have the assets cancel out the liabilities according to:

a. FAS 140, §3-305, §3-601, §8-105, §9-404

3.9 It is a violation of both State and Federal law for a bank to sell an unregistered note that is a security that violation provides a right to rescission of the contract pursuant to Statutes.

IV. DETRIMENTAL RELIANCE:

Detrimental reliance is a legal concept under the law of contracts. Ordinarily, a valid contract requires a proper exchange of consideration between the parties.

The plaintiff alleges facts establishing detrimental reliance:

4.1 The wrongful foreclosure case (that is the result of these claims) filed against the plaintiff in State Court will verify a. A promise was made between the parties. b. The plaintiff reliance on the promise was reasonable or foreseeable. c. There was actual and reasonable reliance on the promise. d. The reliance was detrimental. Injustice can only be prevented by enforcing the promise

4.2 The plaintiff signed a lien against his property in return for a loan and no loan was ever provided.

4.3 The plaintiff was tricked into repaying 825.31 a month plus taxes for 30 years, when there was never any loan provided.

4.4 The unlawful lien against the plaintiff's property blocked him from selling the property and moving his family into a nicer home.

4.5 The payments made to the defendant's interfered with the Plaintiff opening his new business, providing for his children's education because of the payments made to the defendants for the fake loan.

4.6 The payments to the defendant's for the fake loan caused the plaintiff to be short of money to pay bills on time which caused the plaintiff's credit score to drop, which blocked plaintiff from getting the best financing, jobs, contracts and plaintiff was even blocked from qualifying for housing and credit cards.

V. THIRD CLAIM UNLAWFUL DECEPTION IN THE ORIGINAL FORECLOSURE CASE:

4.1 The promissory note used to gain the court's jurisdiction in the wrongful foreclosure is fraudulent, the document was used in court as a security when it was never registered.

4.2 The Original promissory note signed to lien the property was the real source of the alleged loan.

4.3 Fact is the money the bank is claiming was a loan was generated by the plaintiff's signature.

VI. FOURTH CLAIM RICO:

5.1 In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate," the Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation.

5.2 The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. *Durante Bros. & Sons, Inc. v. Flushing Nat. Bank*, 755 F.2d 239, cert. denied, 473 US 906 (1985).

5.3 The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires.

5.4 The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the Congressional purpose as broadly formulated in the statute. *Sedima, SPRL v. Imrex Co.*, 473 US 479 (1985)

VII. FIFTH CLAIM: WRONGFUL FORECLOSURE

6.1 As a proximate result of the negligent or reckless conduct of Select Portfolio Servicing, Inc. and the attorneys Foreclosure Services the homeowners' credit has been impaired the homeowners face the eminent loss of their property despite the fact the bank never made them a loan.

6.2 The foreclosing party did not have standing to file foreclosure because they have not filed evidence on the court record to verify a loan was made and or what the amount and terms of the alleged loan stated.

a "Fatal Flaws" robbed the court of Jurisdiction and the wrongful foreclosure is unlawful. "Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided." *Basso v. Utah Power & Light Co.*, 495 F 2d 906, 910.

6.3 The plaintiff is seeking damages for wrongful foreclosure, and he has shown that (1) there was an irregularity in the foreclosure sale and (2) the irregularity caused the plaintiff damages. See *University Sav. Ass'n v. Springwoods*.

6.4 In this case there is no witness to provide jurisdiction to the court.

6.5 Unless enjoined, the plaintiffs will suffer irreparable harm and will not have an adequate remedy at law.

6.6 As a proximate result of the negligent actions of both defendants, the plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

VIII. SIXTH CLAIM: SLANDER OF TITLE

7.1 The defendants have caused to be recorded various documents including an unlawful foreclosure which constitutes slander of title and the plaintiff should be awarded resulting damages to be fully proved at the time of trial.

VIII. SEVENTH CLAIM: VIOLATION OF THE CONSUMER PROTECTION ACT

8.1 The defendants have engaged in a pattern of unfair practices in violation of the Illinois Revised Statutes (815 ILCS 505/) Consumer Fraud and Deceptive Business Practices Act., entitling the plaintiff to damages, treble damages and reasonable attorney fees and costs pursuant to the statute.

IX. EIGHT CLAIM: SLANDER OF CREDIT

9.1 The plaintiff allege that the actions and inactions of the defendants have impaired their credit causing them to lose the ability to have good credit entitling them to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

X. NINTH CLAIM INFLICTION OF EMOTIONAL DISTRESS

10.1 The defendants have intentionally or negligently taken actions which have caused the plaintiffs severe emotional distress.

XI. THE ALLEDGED LOAN:

11.1 The exact monthly payments of the alleged mortgage loan varied according to property taxes and other fees paid but a typical monthly payment was \$950.00 including reserves for the payment of taxes and insurance.

11.2 Beginning in December 14 2004 and continuing until March of 2019 the plaintiffs made timely payments to Deutsche Bank / Long Beach Mortgage.

11.3 In late 2019, Select Portfolio Servicing, Inc. on behalf of Deutsche Bank / Long Beach Mortgage claimed the plaintiff was behind on payments and hired Foreclosure attorney to file a foreclosure claim against the plaintiff.

11.4 On December 27 2019, the foreclosure complaint was served on the plaintiff.

11.5 Select Portfolio Servicing, Inc. and/or the attorney operating the Foreclosure Services transmitted to various credit reporting agencies, including Equifax, false adverse information about the plaintiff, causing his credit to be impaired.

XII. LAWFUL CHALLENGE

The wrongful foreclosure action had no injured party and therefore damages should be granted. The 6th Amendment secures that no person will be deprived of life, liberty or property without due process of law. Therefore, the "the injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a

debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action. The attorney is acting as a "Foreign Agent" for a "Foreign State" (Corporation) who has commenced this action in violation of the 11th Amendment and in violation of 22 USC 611.

XIII. FAILURE TO ESTABLISHING AGENCY:

The people have rights, Corporations do not have rights. Among these "Rights" is the right to contract, the people have this right under 42 USC 1981. The people exercise this right by their signature and/or Social Security Number. **Corporations cannot sign and therefore cannot enter into any contract, with an attorney.** The right to contract is reserved to the people. This is established by the age-old principle of "Agency". To establish an "Agency", the "Principal" must ask the "Agent" to perform a task. The "Agent" must agree to perform the task. It is a time-tested principle, of "American Jurisprudence" that the "Court" must not rely upon the "Agent" to prove "Agency". The "Court" must follow the "Principal" to establish "Agency". The law is simple no "Principal" no "Agency" to "Capacity to Sue". Case must be dismissed.

IXV. LEGAL PREJUDICE:

Legal prejudice refers to a condition shown by a party that will defeat the action of an opposing party. In other words, it is a fact or condition which may defeat the opposing party's case, if the same is established or shown by a party to litigation.

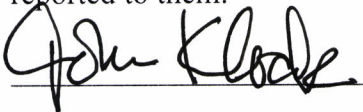
XV. FRAUDULANT CIVIL ACTION WAS FILED IN STATE COURT:

This civil action filed against the plaintiff in State court was "Fraudulent" because the attorneys are claiming a "Corporation" has rights, privileges, and immunities in court, common knowledge dictates a Corporation is an artificial person without natural rights. For an attorney to file a civil action with a "Corporation" as "Plaintiff" is clear "Fraud on the Court". A "Corporation" cannot sign a "Power of Attorney" or give any attorney verbal instructions to act on its behalf. Therefore, no attorney can lawfully represent any "Corporation in court".

Wherefore, having set forth various causes of action against the defendants, the plaintiffs pray for the following relief:

1. This Court Void the foreclosure sale process that started on December 27 2019, based on the attorney's fraudulent misconduct mentioned in the claim, and grant damages.

2. That the actions of defendants be determined to be unfair and deceptive business practices in violation of Federal Laws, and Federal Security statutes;
3. To have the alleged debt discharged.
4. To be awarded compensatory and punitive damages provided for in the amount of 5.5 million dollars including costs and legal expenses;
5. That the Plaintiff be awarded consequential damages to be fully proved at the time of trial;
6. That the Plaintiff be awarded fees and costs pursuant to the written loan agreements which bind the defendants; and
7. That the Court grant any other relief that may be just or equitable.
8. The defendants contact the credit reporting agencies and correct the false information that was reported to them.

 10/20/2021

John Kloak

Without Prejudice UCC 1-308

1205 W. 173ed Street

East Hazel Crest Illinois 60429

Phone: 708.821.6842

AFFIDAVIT OF JOHN KLOAK

STATE OF ILLINOIS

COUNTY OF COOK

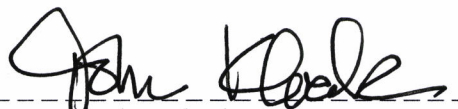
I, the Affiant, who goes by John Kloak, a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Illinois, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

1. Defendant is non-responsive to filed Jurisdictional Challenge with Affidavit in circuit court.
2. Defendant filed foreclosure action with no witness or injured party.
3. Signature on the foreclosure petition shows the attorney initiated the foreclosure without standing.
4. Document irregularities missing the original note and key assignment documents.

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of Illinois, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that John Kloak executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 20 day of October in the year 2021, under penalty of perjury under the laws of the United States of America.



John Kloak

1205 W 173rd Street
East Hazel Crest IL 60429

Hearing Date: 3/3/2020 3:00 PM - 3:00 PM
Courtroom Number: 2810
Location: District 1 Court
Cook County, IL

FILED
12/27/2019 4:43 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019CH14980

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE, IN TRUST FOR
REGISTERED HOLDERS OF LONG BEACH
MORTGAGE LOAN TRUST 2005-WL3,
ASSET-BACKED CERTIFICATES, SERIES
2005-WL3,

PLAINTIFF

vs.

JOHN KLOAK; UNKNOWN OWNERS AND
NON-RECORD CLAIMANTS,

DEFENDANT

NO. 2019CH14980

Address: 1205 West 173rd Street
East Hazel Crest, IL 60429

COMPLAINT TO FORECLOSE MORTGAGE

NOW COMES the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2005-WL3, ASSET-BACKED CERTIFICATES, SERIES 2005-WL3, by and through its attorneys, Johnson, Blumberg & Associates, LLC, and pursuant to 735 ILCS 5/15-1101 et seq., alleges the following cause of action for foreclosure:

1. Plaintiff files this Complaint to Foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "mortgage") hereinafter described, and joins the following persons as defendant:

JOHN KLOAK; UNKNOWN OWNERS AND NON-RECORD CLAIMANTS

2. Attached as EXHIBIT 'A' is a copy of the mortgage. Attached as EXHIBIT 'B' is a copy of the note secured thereby. Attached as EXHIBIT 'C' are copies of all assignments of mortgage. Attached as EXHIBIT 'D' is a copy of the loan modification.

3. Information concerning said mortgage:

- (A) Nature of the instrument: Mortgage
- (B) Date of the Mortgage: July 25, 2005
- (C) Name of Mortgagor(s): JOHN KLOAK
- (D) Name of the mortgagee: LONG BEACH MORTGAGE COMPANY
- (E) Date and Place of Recording: August 10, 2005 in the Office of the Recorder of Deeds of Cook County, Illinois
- (F) Identification of Recording: Document Number 0522205253

- (G) Interest subject to the mortgage: Fee Simple.
- (H) Amount of original indebtedness, including subsequent advances made under the mortgage: \$115,200.00
- (I) Both the legal description of the mortgaged real estate and the common address or other information sufficient to identify it with reasonable certainty:

LEGAL DESCRIPTION:

PARCEL 1: THE WEST 60 FEET OF LOT 1 IN BLOCK 1 IN OLIVER L. WATSON'S THIRD COTTAGE HOME ADDITION TO HAZELCREST, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 60 FEET OF LOT 1 IN BLOCK 1 IN OLIVER L. WATSON'S THIRD HOME ADDITION TO HAZEL CREST EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

1205 WEST 173RD STREET, EAST HAZEL CREST, IL 60429

P.I.N.:

29-29-311-011-0000 VOL. 0216 AND 29-29-311-012-0000 VOL. 0216

- (J) Statement as to defaults: Mortgagor(s) have not paid the monthly installments of principal, interest, taxes and/or insurance for January, 2019 through the present; the principal balance due on the note and the mortgage is \$119,347.95, plus interest, costs, advances and fees. Interest accrues at a per diem rate of \$18.15.
- (K) Name of present owner(s) of the real estate: JOHN KLOAK
- (L) Names of Other Persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

Plaintiff avers that in addition to the persons designated by name as Defendants herein, there are other unknown persons who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described and that the name of each of such persons is unknown to Plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants to this action by the name and description of UNKNOWN OWNERS.

Plaintiff further avers that in addition to persons designated by name as Defendants herein, there are other persons who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described, and pursuant to 735 ILCS 5/15-1210, is not disclosed of record and falls in any of the following categories: (1) right of homestead, (2) judgment creditor, (3) beneficial interest under any trust in actual possession of all or part of the real estate or (4) mechanics' lien claim. That the name of each of such persons is unknown to Plaintiff and on diligent inquiry cannot be ascertained,

and all such persons are therefore made party defendants to this action by the name and description of NONRECORD CLAIMANTS.

(M) Names of defendants that are personally liable for a deficiency, if any, unless said personal liability has been discharged in a U.S. Bankruptcy Court proceeding or has been otherwise released: JOHN KLOAK

(N) Capacity in which Plaintiff brings this foreclosure:

Plaintiff is the legal holder of the note, mortgage and indebtedness.

(O) Facts in support of a redemption period shorter than the longer of (i) 7 months from the date of the mortgagor or, if more than one, all the mortgagors (I) have been served with summons or by publication or (II) have otherwise submitted to the jurisdiction of the court, or (ii) 3 months from the entry of the judgment of foreclosure, whichever is later, if sought:

At the time of the filing of this complaint, Plaintiff does not offer facts in support of a shortened redemption period. However, during the pendency of this foreclosure action, Plaintiff may petition the court to shorten the redemption period if facts arise supporting such a finding pursuant to 735 ILCS 5/15-1603.

(P) Statement that the right of redemption has been waived by all owners of redemption, if applicable:

The owners of redemption have not waived their right of redemption at the time of the filing of this complaint.

(Q) Facts in support of request for attorneys' fees and of costs and expenses, if applicable:

The terms of the subject note and mortgage provide for payment of attorneys' fees, court costs, and expenses in the event of default by the mortgagor(s). Plaintiff has been compelled to retain counsel for the prosecution of this foreclosure action and to incur substantial attorneys' fees, court costs, title insurance and other expenses which Plaintiff is entitled to recover.

(R) Facts in support of a request for appointment of mortgagee in possession or for appointment of a receiver, and identity of such receiver, if sought:

At the time of the filing of this complaint, Plaintiff does not seek to appoint a mortgagee in possession and/or a receiver. However, after the filing of this complaint, Plaintiff may request said relief by separate petition, if such relief is sought.

(S) Offer to the mortgagor in accordance with Section 15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the mortgage without judicial sale, if sought:

No allegation of an offer is made at the time of the filing of this complaint. However, Plaintiff alleges that it is not precluded from making or accepting such an offer by filing this complaint.

- (T) Name or names of defendants whose rights to possess the mortgaged real estate, after the confirmation of a foreclosure sale, are sought to be terminated and, if not elsewhere stated, the facts in support thereof: JOHN KLOAK

REQUEST FOR RELIEF

WHEREFORE, PLAINTIFF REQUESTS THE FOLLOWING:

- i. A judgment of foreclosure and sale.
- ii. An order granting a shortened redemption period, if sought.
- iii. A personal judgment for a deficiency, if sought and authorized by law.
- iv. An order granting possession, if sought.
- v. An order placing the mortgagee in possession or appointing a receiver, if sought.
- vi. A judgment for attorneys' fees, costs and expenses, if sought.
- vii. Such other and further relief as the Court deems just.

Respectfully submitted,

Deutsche Bank National Trust Company, as Trustee, in trust for
registered Holders of Long Beach Mortgage Loan Trust 2005-
WL3, Asset-Backed Certificates, Series 2005-WL3

By: /s/ Amanda Hayes

Amanda V. Hayes IL ARDC #6328743
Johnson, Blumberg & Associates, LLC
Its Attorney

Johnson, Blumberg, & Associates, LLC
230 W. Monroe Street, Suite 1125
Chicago, Illinois 60606
Email: ilpleadings@johnsonblumberg.com
Ph. 312-541-9710 / Fax 312-541-9711
JB&A # IL 19 7699
Cook County No.: 40342

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

"In care of"

John Kloak

1205 W. 173rd Street

East Hazel Crest IL 60429

10/14/2020

FILED
10/14/2020 7:53 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019CH14980

10783705

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

Amanda V. Hayes]

Johnson, Bloomberg
and Associates, LLC]

Plaintiff's]

Vs.]

John Kloak]

Defendant]

Request for Jury Trial

Reserve The Right To Amen

Case # 2019CH14980

MOTION TO DISMISS AND FOR SUMMARY JUDGMENT

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

I am before this court by special appearance, without waiving any rights, defenses, statutory or procedural to motion the court to grant a summary judgment pursuant to (735 ILCS 5/2-1005). Kloak requests the court to take notice the attorneys improperly seek to obstruct the administration of justice in their attempt to deceive the court to perform without jurisdiction. The attorneys failed to argue their original response the issues of the court's lack of subject matter jurisdiction based on the fact The foreclosure does not contain the 3 elements necessary to be a valid law and therefore the statute cannot provide jurisdiction to the court to foreclose. The contract filed in this case is missing part of the agreement that is in the original contract. The contract filed in the state court foreclosure was stolen and forged. There is no way the defendant can respond to my jurisdictional challenge with a counter affidavit. From this point of the plaintiff will be prejudice each day that passes with this matter pending in court. The attorneys have acted in a conspiracy to commit real estate deed fraud.

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The attorney failed to argue the lack of statutory jurisdiction because of the fact the statute used to foreclosure is not a valid law that can provide jurisdiction to the court.

Assignable Contracts:

Courts have decided, "As a general rule, all contracts are assignable. ... An exception to this rule is that a contract that relies on the personal trust, confidence, skill, character, or **CREDIT** of the parties, may not be assigned without the consent of the parties. See: Crim Truck & Tractor Co. v. Navistar Int'l 823 S.W.2d 591,596 (Tex. 1992). This case was assigned without consent from all parties and therefore the assignment was illegal, and the foreclosure is void because it was initiated by a party without standing.

Conclusion:

This motion shows no genuine issue of material fact exists, and that the opposing party failed to argue the jurisdictional challenge with an affidavit. The attorneys failed to prove the foreclosure statute is a valid law, also the contract filed in the case is missing part of the agreement showing in the original contract. The original contract was stolen and forged. The attorneys failed to dispute these facts and as such the court should grant summary judgment to prevent an obstruction of the administration of justice.



10/14/2020

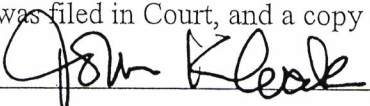
John Kloak

Without Prejudice U.C.C. 1-308

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CERTIFICATE OF SERVICE

I hereby certify that on the 14 th day of OCT, 10/14/2020, the foregoing document was filed in Court, and a copy was mailed out to attorney on record.

 10/14/2020

John Kloak

Without Prejudice UCC 1-308

John Kloak' **Permanent Address:**

1205 W. 173rd Street

East Hazel Crest Illinois 60429

Mailed to the following attorneys:

Amanda V. Hayes
Johnson, Bloomberg and Associates, LLC
230 W. Monroe Street, Suite 1125
Chicago Illinois 60606

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

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CIRCUIT CLERK
COOK COUNTY, IL
2019CH14980

10454773

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DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE, IN TRUST
FOR REGISTERED HOLDERS OF LONG
BEACH MORTGAGE LOAN TRUST
2005-WL3, ASSET-BACKED
CERTIFICATES, SERIES 2005-WL3,

"Plaintiff",

File Number 111-1111-06

V

Case Number 2019CH14980

John Kloak

"Defendant(s)"

Amanda V Hayes
Attorney for alleged "Plaintiff"

Addressed to: NOTICE, not a motion,
Amanda V. Hayes
Johnson, Bloomberg and Associates, LLC
230 W. Monroe Street, Suite 1125
Chicago Illinois 60606

JURISDICTIONAL CHALLENGE
WITH AFFIDAVIT

John Kloak by limited appearance to this matter in this court of record with clean hands, without prejudice and with all rights reserved including UCC 1-308 in dealing with this court, in pro per, sui juris (NOT PRO SE), have not seen any evidence that proves how this court got its jurisdiction.

John Kloak, has the right to challenge the jurisdiction of any court that attempts to force compliance with its deceptive practices, procedures, rules, and word-smithing at any time, and this right has been upheld by numerous decisions by the Supreme Court of the United States. Once jurisdiction has been challenged, it is the mandatory obligation of the opposing party to prove the basis of the court having jurisdiction to proceed in the matter before it, and until that has been put on the Record of the court, the court can proceed no further.

Further, the Supreme Court of the United States has ruled that jurisdiction can be challenged at any time even as much as 15 (fifteen) years after a judgment has been entered.

Decisions of the Supreme Court of the United States are mandatory requirement to be complied with by all courts, state and federal and leave those courts no discretion as to whether or not to comply. The following Supreme Court cases set out the mandatory requirements that must be complied with.

"Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." *Melo v. US*, 505 F2d 1026.

"Where there is no jurisdiction over the subject matter, there is no discretion to ignore that lack of jurisdiction." *Joyce v. US*, 474 F2d 215.

"Generally, a plaintiff's allegations of jurisdiction are sufficient, but when they are questioned, as in this case, the burden is on the plaintiff to prove jurisdiction." *Rosemond v. Lambert*, 469 F2d 416.

"Judgment rendered by court which did not have jurisdiction to hear cause is void ab initio." *In Re Application of Wyatt*, 300 P. 132; *Re Cavitt*, 118 P2d 846. "It is elementary that the first question which must be determined by the trial court in every case is that of jurisdiction." *Clary v. Hoagland*, 6 Cal.685; *Dillon v. Dillon*, 45 Cal. App. 191,187P. 27.

The response from the **Party/Petitioner/Plaintiff** asserting proper jurisdiction throughout this case must be made on a point by point basis for **all** the moving **Party/Petitioner/Plaintiff** actions, filings and motions are true and correct in relation to the proper State laws, codes, rules, regulations, statutes used to conduct this case that proper jurisdiction was always maintained from the record including the incomplete summons.

"A departure by a court from those recognized and established requirements of law, however close the apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is as much an "excess of jurisdiction" as where there exists an inceptive lack of power." *Wuest v. Wuest*, 53 Cal. App. 2d 339,127P.2d 934.

"A court has no jurisdiction to determine its own jurisdiction for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." *Rescue Army v. Municipal Court of Los Angeles*, 171 P2d; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

"Where there is no jurisdiction there is no judge; the proceeding is as nothing. Such has been the law from the days of the Marshalsea." 10 Coke 68; also *Bradley v. Fisher*, 13 Wall 335,351." *Manning v. Ketcham*, 58 F.2d 948.

"A distinction must be here observed between **excess of jurisdiction** and the clear absence of all jurisdiction over the subject-matter any authority exercised is a usurped authority and for the exercise of such authority, when the want of jurisdiction is known to the judge, no excuse is permissible." *Bradley v. Fisher*, 13 Wall 335, 351, 352.

"Plaintiffs bear the burden of establishing subject matter jurisdiction." *KNAPP MEDICAL CENTER, et al. v. Eric D. HARGAN*, 875 F.3d 1125, (2017).

"**Jurisdiction**, once challenged, is to be proven, not by the court, but by the party attempting to assert jurisdiction. The burden of proof of jurisdiction lies with the asserter. The court is only to rule on the sufficiency of the proof tendered." *McNutt v. GMAC*, 298 US 178. Emphasis added. The origins of this doctrine of law may be found in Maxfield's *Lessee V Levy*, 4 US 308.

In a very recent decision, the Supreme Court unequivocally stated in *James v. City of Boise Idaho*, 136 S. Ct. 685 (2016):

"It is this Court's responsibility to say what a [federal] statute means, and once the Court has spoken, it is the duty of other courts to respect that understanding of the governing rule of law." *Nitro—Lift Technologies, L.L.C. v. Howard*, 568 U.S. —, —, 133 S.Ct. 500, 503, 184 L.Ed.2d 328 (2012) (*per curiam*) (quoting *Rivers v. Roadway Express, Inc.*, 511 U.S. 298, 312, 114 S.Ct. 1510, 128 L.Ed.2d 274 (1994) (internal quotation marks omitted)). And for good reason. As Justice Story explained 200 years ago, if state courts were permitted to disregard this Court's rulings on federal law, "the laws, the treaties, and the constitution of the United States would be different in different states, and might, perhaps, never have precisely the same construction, obligation, or efficacy, in any two states. The public mischiefs that would attend such a state of things would be truly deplorable." *Martin v. Hunter's Lessee*, 1 Wheat. 304, 348, 4 L.Ed. 97 (1816)."

The court also said:

"The Idaho Supreme Court, like any other state or federal court, is bound by this Court's interpretation of federal law" [emphasis added]

John Kloak at this time makes that challenge and demands that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS** order the so-called Plaintiff in this case provide direct evidence and proof on the Record that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS** is a judicial power court which was created by the Constitution for the State of Illinois and operates in compliance with all of the provisions of the Constitution for the United States of America.

The Court would lack jurisdiction being that there is evidence to support the improperly contrived subject matter by proper legislative process; and the Eleventh Amendment of the United States Constitution removed all "judicial power" in law, equity, treaties, contract law and the right of the State to bring suit against the People, therefore the "alleged Defendant" now challenge jurisdiction for the record. Standing must also be proven to show jurisdiction. In order to file a case in court, litigants must have "standing" to sue. To have standing, Supreme Court doctrine requires that parties have an "injury in fact." This injury must be specific and concrete - rather the speculative and abstract. Standing requires the violation of a legal right that causes damage. "A plaintiff must allege personal injury fairly traceable to the defendant's allegedly unlawful conduct and likely to be redressed by the requested relief." Allen v. Wright, 468 U.S. 737, 751 (1984)

All orders or judgments issued by a judge in a court of limited jurisdiction must contain the findings of the court showing that the court has subject-matter jurisdiction, not allegations that the court has jurisdiction.

Any explanations to the above-mentioned matters MUST be done on a point by point basis with verified facts that are referenced in law, Legislative acts, Federal and/or State constitutions. The **response** from the **Party/Petitioner/Plaintiff** asserting proper jurisdiction must be sworn to under the penalties of perjury of the United States of America that response is true and correct, certified by notarization, and must be able to be understood by any reasonable man/woman should understand.

Pleadings of this Party SHALL NOT BE dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and in support of that claim I submit the following:

"And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns, process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe. (a)" Judiciary Act of September 24th, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789.

AFFIDAVITState of Illinois)) ss. *TO ALL TO WHOM THESE PRESENTS SHALL COME*County of Cook)

I, the Affiant, who goes by the appellation, John Kloak, a man, a man standing as an Inhabitant on Cook the county, Illinois the land, non-territorial to the United States and therefore without the United States, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Illinois, in good faith, with no intention of delaying, nor obstructing, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

1. That I, John Kloak, declare that I am competent to state to the matters set forth herein; and
2. That I, John Kloak, declare that I have personal knowledge of the facts stated herein; and
3. That I John Kloak, declare the original contract was altered, and stolen.
4. That I John Kloak, declare there was an addition to the agreement with the following items that are not showing on the contract filed in this case.
 - a) The intent of the agreement was the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
 - b) The bank or financial institution involved in the alleged loan will follow GAAP,
 - c) The lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
 - d) The borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
 - e) The borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP.
 - e) The original written agreement gives full disclosure of all material facts.
5. That I, John Kloak, declares the original contract will show the bank agreed that I could repay using another IOU- promissory note payable in the same species of money, money equivalent or credit or funds or capital that the bank or financial institution used per GAAP to fund the loan.
6. That I John Kloak, declare damages because the note was altered and stolen.

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7. That I, John Kloak, declare that my signature cannot testify that the bank lent me the bank's money to purchase the browser's promissory note.

8. That I John Kloak, declare the plaintiff failed to provide the court adequate assurance of due performance.

9. That I John Kloak, the bank did not give me a deposit slip in violation of 12 USCA Sec 1813

10. That I, John Kloak, declare if the court does not have on record what the bookkeeping entries are, the attorney cannot prove they performed under the agreement and funded the loan to the me.

11. That I, John Kloak, declare that all the facts stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness I will testify to their veracity; and

12. That I, John Kloak, declare that I am not now, nor have I been in the past 10 years, federal employee, or federal personnel; and

13. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not a lower federal district court limited in jurisdiction to only those areas which are federal enclaves, and I believe that no contrary evidence exists; and

14. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS** or any/all aliases of this name, is not without *in personam* jurisdiction over John Kloak, one of the People of Illinois, and I believe that no contrary evidence exists; and

15. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, does not have the ability to obtain jurisdiction over one of the People of Illinois, the property of one of the People of Illinois, and I believe that no contrary evidence exists; and

16. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not limited in authority to only administrative power over the artificial entity/legal person, John Kloak, and I believe that no contrary evidence exists; and

17. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not an administrative power only court, which is masquerading as a judicial power court, which was created by the LEGISLATURE OF STATE OF ILLINOIS, and I believe that no contrary evidence exists; and

18. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that judicial power courts, the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS** is not created only by the Constitution for the State of Illinois, and I believe that no contrary evidence exists; and

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19. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the LEGISLATURE OF STATE OF ILLINOIS is not powerless to create judicial power courts, and I believe that no contrary evidence exists; and

20. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not an administrative power only court created for commercial purposes by the LEGISLATURE OF STATE OF ILLINOIS, acting as an instrumentality of the United States, and I believe that no contrary evidence exists; and

21. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not an administrative power only court forcing compliance with its Orders by use of armed mercenary police actions, and I believe that no contrary evidence exists; and

22. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases, is not by the actions of said court directly violating the rights held by the People under the Constitution for the State of Illinois, through said court's use of deceptive practices, procedures, rules, and word-smithing, and I believe that no contrary evidence exists; and

23. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that there is any person holding themselves out as a judge for the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, who has not taken the proper oath for a state judicial officer, which is required to be taken by Act of Congress, as set out at 1 Stat. 23, which reads:

"SEC. 1. *Be it enacted by the Senate and [House of] Representatives of the United States of America in Congress assembled*, That the oath or affirmation required by the sixth article of the Constitution of the United States, shall be administered in the form following, to wit: "I, *A. B.* do solemnly swear or affirm (as the case may be) that I will support the Constitution of the United States."

SEC. 3. *And be it further enacted*, That the members of the several State legislatures, at the next sessions of the said legislatures, respectively, and all executive and **judicial officers of the several States**, who have been heretofore chosen or appointed, or who shall be chosen or appointed before the first day of August next, and who shall then be in office shall within one month thereafter, take the same oath or affirmation, except where they shall have taken it before; which may be administered by any person authorized by the law of the State, in which such office shall be Holden, to administer oaths." [Emphasis added] and I believe that no contrary evidence exists; and

24. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, is not committing unlawful acts by claiming authority beyond its jurisdiction when it orders to pay fines of the People of Illinois state, and I believe that no contrary evidence exists; and

25. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that when the **ILLINOIS ATTORNEY GENERAL'S OFFICE /1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, or any/all aliases of this name, refuses to rebut this Affidavit, point by point on

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the Court Record, that said Court is not committing intentional and malicious violations of civil rights against John Kloak, one of the People of Illinois, and I believe that no contrary evidence exists; and 26. That I, John Kloak, declare that I am not in receipt of any evidence or other material facts that there does not exist a clear absence of all jurisdiction in the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS**, and I believe that no contrary evidence exists.

27. That I John Kloak declare the Official Code or Statute of Illinois pursuant sec. (735 ILCS 5/15-1101) et seq., used to foreclose against me are unnamed and missing the 3 elements necessary to be considered a valid law.

28. That I John Kloak declare the codes/statutes show no signs of authority on their face as recorded in the Official Code or Statute of Illinois.

29. That I John Kloak declare the Constitution and the Supreme Court of **Illinois** asserted that a statute/codes must have an **enacting clause**.

30. That I John Kloak declare the Constitution stated that "The **enacting clause** is that portion of a code or statute which gives it jurisdictional identity and constitutional authenticity." Joiner v. State.

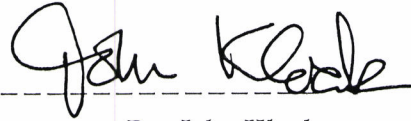
31. That I John Kloak declare without an enacting clause, the laws referenced in the complaints have no official evidence that they are from an authority to which the I am is subject to or required obey.

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and Men as recognized under the laws in and for The State of Illinois, the Laws of the United States of America and the Law of Nations, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that John Kloak executes this document in accordance with John Kloak's best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

As done this 15TH day of SEPTEMBER in the year 2020, under penalty of perjury under the laws of the United States of America.

L.S. _____



By: John Kloak

Duly sworn this 15TH day of SEPT 2020

STATE OF ILLINOIS)

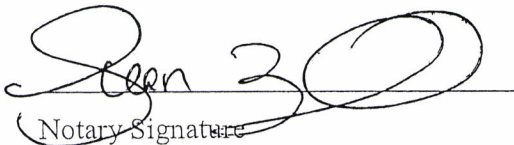
)

JURAT

COUNTY OF COOK)

Before me, the undersigned, a Notary acting within and for the County of Cook and State of IL on this 15th day of September 2020, personally appeared and known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument, to be the identical Man-Woman, John Kloak, who being duly sworn, declared the above to be true, correct, and not meant to mis-lead, to the best of his firsthand knowledge, understanding, and belief, by his free will and voluntary act and deed by his signature on the foregoing document, executed the within instrument.

Given under my hand and seal this 15th day of September 20, 2020



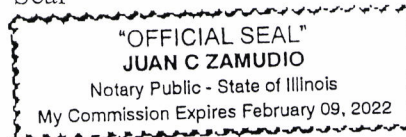
(Notary Signature)



Printed Notary Name

My commission expires February 09, 2022

Seal



CONCLUSION with DIRECTIVE

WHEREFORE, John Kloak, having duly challenged the jurisdiction and claim of judicial power of 1st DISTRICT COURT OF COOK COUNTY, ILLINOIS, does now demand and direct said Court to order the Plaintiff in said cause to prove on the Record of this instant case that the Declarations of John Kloak are invalid and to prove that this Court was created by the Constitution for the State of Illinois, holding judicial power. And that the judges who have presided over this case prove by certified archival documents that they had on file the required oath set forth by Act of Congress as 1 Stat. 23 before they issued the orders, which said judges claim to have judicial power to issue and to have enforced by any law enforcement agency. John Kloak serves Administrative/Judicial Notice on this Court, that unless and until the above Affidavit is rebutted in its entirety, point by point, it stands as the Law of this instant case. Pursuant to *Melo v. US*, this Court must, once jurisdiction has been challenged, as it now has been, **halt all further proceedings and stay all Orders/Writs that this Court has issued**. Further, this Court shall issue an Order to the Plaintiff to prove jurisdiction on the Record of this case and rebut the above Affidavit, point by point, within **10 days** of the filing of this Challenge of Jurisdiction. Should this Court refuse to issue such order to the Plaintiff, this Court admits on the Record of this case that all orders which have been issued by any alleged judge of this Court in this instant case are VOID, not merely voidable. And, should this Court refuse to issue an order declaring **all Orders in this case VOID**, that such refusal or silence is a Tacit admission that the Court is intentionally and maliciously violating the unalienable civil rights of, John Kloak, one of the People of Illinois; and further, this Court, as a result of its Tacit admission agrees, that a Civil Rights complaint, against all perpetrators of the violations, would be an appropriate action.

Approve as to form

By: John Kloak

VERIFICATION

I, John Kloak, a Illinois State Citizen and one of the People of Illinois, makes this Verification based on personal knowledge of matters set forth herein and appearing without waiving any rights or remedies, being competent in mind and body to testify, do hereby declare, verify and affirm that the facts stated herein are true, correct, and complete in all material fact, not misrepresented based on my own knowledge to the best of my current information, knowledge and belief under the penalty of perjury of the laws of the United States of America and the laws of Illinois, and is admissible as evidence in a court of law or equity, except as to those matters that are therein made upon information and belief, and as to those claims or facts, I believe them to be true and admissible as evidence, and if called upon as a witness, I will testify as to the veracity of my statements.

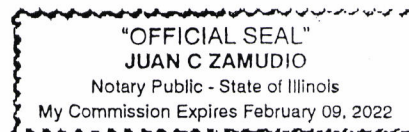
Entered this 14 day of SEPTEMBER, 9/14/2020.

L.S. John Kloak
John Kloak

Juan Zamudio
Notary Signature

Juan Zamudio
Printed Notary Name

Seal



My commission expires February 09, 2022

FILED DATE: 9/15/2020 2:33 PM 2019CH14980

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the Challenge of Jurisdiction to the **1st DISTRICT COURT OF COOK COUNTY, ILLINOIS** was served by First Class Mail, and or fax to Attorney Amanda V Hayes at 312-541-9711 on this 15th day of September, 2020 to the Court Clerk and the attorney of record.

By: 

Johnson, Bloomberg and Associates, LLC
Amanda V. Hayes
230 W. Monroe Street, Suite 1125
Chicago Illinois 60606

Honorable Gerald Vernon Cleary, Associate Judge
Daley Center
50 W. Washington St., Rm. 2810
Chicago, Illinois 60602